

III Statement of Claim

Collective Bargaining Agreement protections were violated. Arbitration and grievance processes have not been utilized as needed or required. Seniority date was never changed before successful job bid in 2017. Seniority date was changed approximately January 2018. Online bid did not take my seniority date since 2012 move to Sikeston office and in office manual bid was not made available. In office management and union ignored in office seniority list.

Grievance from Charleston office was not completed until 2015. Known as The Global Settlement Remedy, it allowed for arbitration of unresolved issues. USPS management nor unions (APWU or NALC) engaged in arbitration or grievance.

Prior to February 2012 I was instructed by management to job bid other offices. The office I reported to since beginning employment with USPS on August 21, 1993 was Charleston.

The Charleston office was lowered in level. This was in violation of Collective Bargaining Agreement. This would not allow my current Clerk position to exist in Charleston office. This was only information and process given me. I was moved to different office and craft (Carrier) position February 25, 2012 in Sikeston. My August 1993 seniority date did not change and showed in office as August 21, 1993. The grievance from Charleston office was ongoing at this time. Management /Postmaster in Sikeston as of February 2012, were aware of grievance.

Carrier in Sikeston office retired approximately May 2012. My standing and seniority date in office was was ignored at this time. Grievance was not settled; management and union continued to fill open job bids, ignore seniority date and ongoing grievance.

11-15-2014 I was moved to East Prairie route in Sikeston office. I was for first time allowed a manual bid. I was told by management to leave seniority date blank on this form. I have requested copy of this form, without success. It could/should show a seniority date prior to 11-15-2014 which would be in contrast to management/unions current in office seniority date

of 11-15-2014 for myself.

1

2-7-2015 I took Carrier Technician (T6) position. I did not bid position. I was approached by union steward and verbally asked if I would fill open position. This goes to in office union and management awareness of in office seniority dates, Job bids, and their discretionary use of that information. It was around this time the Global Settlement Remedy was finalized. I went to both in office union stewards to ask for arbitration or grievance. I was told they would look into the situation. I continued to get this answer until I bid open position of C11 11-2017. Eventual manual bid of C11 used my August 1993 seniority date. This August 1993 date was accepted by management as valid and I filled position 12-23-2017.

January 2018 Management with union cooperation would change my seniority date to 2-25-2012. It would eventually change to 11-15-2014. This would predetermine future job bids and not allow my seniority date of 8-21-1993 to to be used in any office work circumstances. I was not informed of seniority date change by management or union. The Global Settlement Remedy was final at this time and grievance nor arbitration were ever used. The unions are not willing to represent my interest.

I manually bid another position (C8) 1-19-2019; same form and information as I bid on 11-2017. My 8-21-1993 date was not accepted and I did not fill that position. This was due to management with union cooperation and no valid cause (arbitration or grievance) changing my seniority date. A violation of Global Settlement Remedy. The American Postal Workers Union and National Association Of Letter Carriers have precluded myself from Grievance. The United States Postal Service violated a binding agreement in a wrongful and negligent manner.

